

# **WORKING AGREEMENT**

**Between**

**PAINTERS, DRYWALL FINISHERS,  
GLAZIERS AND ALLIED TRADES  
DISTRICT COUNCIL 11**

**of the**

**INTERNATIONAL UNION  
OF PAINTERS AND  
ALLIED TRADES, AFL-CIO, CLC**

**and the**

**PAINTING, DECORATING,  
DRYWALL FINISHING,  
GLASS AND GLAZING  
CONTRACTORS**

**of Connecticut, Massachusetts,  
and Rhode Island**

**June 1, 2013 – May 31, 2017**

# **AGREEMENT**

This Agreement is made and entered into this 1<sup>st</sup> day of June 2013, and is effective until May 31, 2017.

## **ARTICLE II**

### **WORK JURISDICTION**

#### **(d) GLAZING, ARCHITECTURAL METAL AND GLASS WORKERS**

General glazing will include, but not be limited to: (1) the installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: glass and glass substitutes used in place of glass, pre-glazed windows, retrofit window systems, mirrors, curtainwall systems, window wall systems, suspended glass systems, louvers, skylights, entranceways including automatic doors, patio doors, store fronts, column covers, panels and panel systems, glass hand rails, decorative metals as part of the glazing system and the sealing of all architectural metal and glass systems for weatherproofing and structural reasons. Art glass, prism glass, beveled glass, leaded glass, automotive glass, protection glass, plate glass, window glass, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara glass, all types of opaque glass, glass chalk boards, structural glass, tempered and laminated glass, thiokol, neoprene, all types of insulating glass units, all plastics or other similar materials when used in place of glass to be set or glazed in its final resting place with or without putty, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures; (2) the installation of the above systems materials when in the shop or on the job site, either temporary or permanent, on or for any building in the course of repair, remodel, alteration, retrofit, or construction; (3) the installation and welding of all extruded, rolled or fabricated materials including, but not limited to, all metals, plastics and vinyls, or any materials that replace same, metal and vinyl tubes, mullions, metal facing materials, corrugated flat metals, aluminum panels, muntins, facia, trim moldings, porcelain panels, architectural porcelain, plastic panels, unitized panels, showcase doors, all handrails and relative materials, including those in any or all types of building related to store fronts, door/window construction and curtain wall systems; (4) the installation of automatic door entrances, door(s) and window(s) frame assemblers such as patio sliding or fixed doors, vented or fixed windows, shower doors, bathtub enclosures, storm sash where the glass becomes an integral part of the finished product, including the maintenance of all of the above; (5) bevellers, silverers, scratch polishers, abrasive blasters, flat glass wheel cutting, mitre cutters, engravers, hole drilling, machine operations belt machines and all machines used in the processing of glass, automatic beveling, silvering, grinding, polishing, unpacking and racking of glass, packing glass, glass cleaners in shops, mirror cleaning, assembling, framing and fabrication and assembling of all insulated and non-insulated units, fabrication and mounting of mirrors and the operations of all machines and equipment for these operations; (6) the selecting, cutting, preparing, designing, art painting, and installing of fused glass, thick facet glass in concrete and cementing of art glass, and the assembly and installing or removal of all art glass, engraving, drafting, etching, embossing, designing, abrasive blasting, chipping, glass bending, glass mosaic workers, cutters of all flat and bent glass, glass shade workers, and glaziers in lead or other metals, the fabrication and distribution of all glass and glass-related products; (7) any and all transportation, handling, unloading and loading of tools, equipment and materials will be performed by members of this District Council.

**(e) PAINT MAKERS**

Will include, but not be limited to all workers engaged in the mixing, testing, preparing and/or manufacturing of paint, coating, caulking, putty, sealants, etc. and handling of lead, color, oil, lacquer, varnish, synthetic resin, acrylic paints and coatings, etc., including any and all materials for the same.

**(f) SIGN AND DISPLAY**

Sign and display painters' work shall include, but not be limited to: (1) the making and installation of all signs and servicing of same, designing, lettering and pictorial work of any kind, including vinyl signs and vinyl substrates and the preparing for the finishing of same, be it by hand brush, roller, spray, mechanical or computer-aided and by any other method or process pertaining to same; (2) they shall have control of all branches, methods and processes of screen process work; tube bending and display work such as creating, designing, building and finishing of all display matter and its related operations used for advertising purposes, including all art work and lettering whether it is done by hand, mechanical or computer aided or by any other method or process pertaining to same; (3) the construction, erection and maintenance of all billboards and all communication advertising will be done by members of this District Council.

**(g) DISPLAY CONVENTION AND SHOW DECORATORS**

The display convention and show decorators' work will include, but not be limited to: (1) the delivery, loading and unloading and the installation and removal of all exhibits (floor to ceiling) and related materials in connection with trade shows and conventions, including, but not limited to: trade show and convention booth assembly and disassembly; installation and removal of interior and exterior decorations, flags, drapes and other display materials, uncrating, assembly, installation, removal, disassembly and recrating of all commercial exhibits; (2) the installation and dismantling of furniture owned by the employer, the installation and removal of floor coverings and special event displays; (3) the construction, preparation, erection and maintenance of all signs, lettering, pictorial work, screen process work, show card writing, commercial exhibits and fabrication of advertising displays and pattern and sketch making, scale model making, the preparation of training aids and mockups and application of plastic, scotchlite and similar reflective materials.

**(h) SCENIC ARTISTS AND DESIGNERS**

Scenic artists' and designers' work will include, but not be limited to: models, sketches, carpenter drawings, painting for theatrical productions, motion picture settings and all the various effects; the painting of properties and decorations which may be used to decorate stage, motion picture and TV settings, mural paintings, display creations, costumes and the art of make-up and all its various effects. Any printing and graphic design banners, letterheads, envelopes, offset and digital print shop/one to six color offset printing, high speed digital, black and white, also color large format posters, banners and vinyl banners, mailing and fulfillment services, and graphic design services.

**(i) METAL POLISHERS**

Metal polishers' work will include, but not be limited to: new construction and existing sites consisting of metal polishing, both the initial and continuing maintenance which shall include, but not be limited to, coloring, lacquering, spraying, application of vinyl coatings, cleaning, polishing and finishing of ornamental and architectural iron, bronze, brass, nickel, aluminum, stainless steel and all metal specialty work.

## **TERRITORIAL JURISDICTION**

District Council 11 territorial jurisdiction is as follows:

Glaziers' Massachusetts jurisdiction is as follows: the Counties of Dukes, Barnstable, Bristol, Nantucket, Franklin, Hampden, Berkshire and Hampshire.

**ARTICLE X**  
**APPRENTICE BENEFITS AND RATIOS**

**SECTION 1.** Pension and Annuity for first, second and third year apprentices shall be as follows: First year \$0.70 pension and \$0.30 annuity. Second year \$1.00 pension and \$.50 annuity. Third year \$1.35 pension and \$.65 annuity. Fourth year apprentices shall receive full fringe benefits for all hours worked. As required by law, all apprentices must receive full fringe benefits while working on Prevailing Wage projects.

**SECTION 2.** Ratio of Apprentices: Every Employer who employs three (3) or more journeymen shall employ at least one (1) apprentice. The F.T.I.S.N.E. will establish the ratio and maximum number of apprentices per Employer in addition to the above (see addendums for appropriate rates).

**SECTION 3.** All working rules and regulations governing apprentices other than those contained in this Agreement shall be as set forth in District Council 11's F.T.I.S.N.E. Standards.

**ARTICLE XI**  
**FRINGE BENEFIT CONTRIBUTIONS**

Employers hereunder shall make contributions to the fringe benefit trust funds enumerated, hereinafter referred to as the "Funds," in the amounts set forth below for each hour worked by each employee covered under this Agreement on and after the effective dates indicated:

***International Union of Painters and Allied Trades Union and Industry Pension Fund***

<u>Effective Date</u>	<u>Hourly Contribution Rate</u>
June 1, 2013	\$4.75
June 1, 2014	\$5.00
June 1, 2015	\$5.25
June 1, 2016	\$5.50

***International Union of Painters and Allied Trades Union and Industry Annuity Fund***

<b><u>Effective Date</u></b>	<b><u>Hourly Contribution Rate</u></b>
June 1, 2013	\$2.75
June 1, 2014	\$2.75
June 1, 2015	\$2.75
June 1, 2016	\$2.75

***District Council 11 Health & Welfare Fund \****

<b><u>Effective Date</u></b>	<b><u>Hourly Contribution Rate</u></b>
June 1, 2013	\$9.35
June 1, 2014	\$9.80
June 1, 2015	\$10.25
June 1, 2016	\$10.70

**ARTICLE XXIV**  
**DURATION CLAUSE**

**SECTION 1.** This Agreement shall be in full force and effect from June 1, 2013 to and including May 31, 2017, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other not less than sixty (60) days and not more than ninety (90) days prior to any subsequent contract year.



## **DISTRICT COUNCIL 11**

### **ACCEPTANCE OF AGREEMENT**

This Agreement shall be effective from June 1, 2013 to May 31, 2017.



**Dominick J. Cieri, Business Manager/Secretary Treasurer  
DISTRICT COUNCIL 11**

The undersigned, \_\_\_\_\_, hereby accepts and agrees to be bound by the foregoing Agreement as an Agreement between myself and/or the Company for which I am duly authorized to act, and the Union, covering the employment of employees represented by the Union. In consideration thereof, the Union agrees to accept me and/or the Company as an employer under the terms of the Agreement.

The undersigned has read and hereby approves and adopts the foregoing Agreement in its entirety.

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name of  
Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## **ADDENDUM I**

### **GLAZIERS**

#### **WAGE RATES**

***EFFECTIVE DATES:***      **JUNE 1, 2013 – MAY 31, 2017**

The following are the wage rates for the above effective dates applicable for the entire jurisdiction of District Council 11.

#### **1. JOURNEYMAN GLAZIER**

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2013</u></b>	<b><u>6/1/2014</u></b>	<b><u>6/1/2015</u></b>	<b><u>6/1/2016</u></b>
	\$34.18	\$34.58	\$35.08	\$35.58

**APPRENTICE RATES** - The rate of wages for apprentices shall be the following percentages of the journeymen wage rates:

First	1,000 hours - 50%	Fifth	1,000 hours - 75%
Second	1,000 hours - 56.25%	Sixth	1,000 hours - 81.25%
Third	1,000 hours - 62.50%	Seventh	1,000 hours - 87.50%
Fourth	1,000 hours - 68.75%	Eighth	1,000 hours - 93.75%

**PENSION AND ANNUITY FUND CONTRIBUTIONS**

Refer to Working Agreement, Article XI for contribution amounts.

If during the term of this Agreement, any increase to the contribution rate specified in Article XI is required under a schedule adopted to comply with the Pension Protection Act, or, any surcharge or excise tax is imposed upon such contributions, or, the trustees require any increase to such contribution rates, the wage rate specified in Addendum I, II and III shall immediately be reduced by an equivalent amount.

**New Contract for Glaziers  
IUPAT District Council 11  
1492 Berlin Turnpike  
Berlin, CT 06037  
Wage and Benefit rates effective June 1, 2013  
the following counties of Massachusetts: Dukes,  
Barnstable, Bristol, Nantucket, Franklin, Hampden, Berkshire, and Hampshire**

Journeyman Glazier	\$34.18
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**Fringe Benefits:**

Health and Welfare	\$9.35
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Pension	\$4.75
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Annuity	\$2.75
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